

THIS AGREEMENT, made this 23rd day of April 1965, by and between China Air Lines, a company organized under the laws of the Republic of China (hereinafter referred to as "CAL"), and Air America, Inc., a Delaware corporation with offices at 815 Connecticut Avenue, N.W., Washington D.C. 20006 (hereinafter referred to as "Airam");

WITNESSETH:

WHEREAS, Airam has a contract with the United States Government to provide flying services and desires in the fulfillment of that contract to secure flying services from an additional source; and

WHEREAS, CAL is willing to provide such flying services under subcontract to Airam;

NOW, THEREFORE, in consideration of the stated premises, the mutual covenants, and the conditions herein contained the parties hereto agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED

a. CAL shall, during the period set forth in Article III. hereof, furnish the following

Item 1. Flying services with one basically assigned C-46 aircraft and two basically assigned C-123 aircraft, and when requested by Airam the services of additional C-46 and C-123 type aircraft subject to call orders as provided in paragraph c. of this Article I. including all necessary supplies, services, personnel, and ground support equipment for the operation thereof, unless otherwise provided hereinafter, subject only to necessary absence of such aircraft for proper maintenance. CAL will base such aircraft at a place or places agreed to between CAL and Airam, hereinafter referred to as the "Base Point(s)". Such Base Point(s) may be changed from time to time by agreement between CAL and Airam expressed in writing. Daily maintenance inspections are to be performed at the Base Point of such aircraft. Aircraft repairs, maintenance, and services beyond CAL's capability to perform at the Base Point may be performed at other locations. The aircraft will be operated between points agreed to between CAL and Airam. For the foregoing services, CAL shall be paid pursuant to the rates set forth in Appendix "A", attached hereto and hereby made a part hereof, and the provisions of Article IV. hereof.

Item 2. Modifications to its aircraft, requested by Airam and approved by CAL, to suit them for use by Airam; provided, that if requested by CAL, CAL shall be reimbursed for such modification, and for

restoring the aircraft to prior configuration upon release of the aircraft. However, such modified aircraft shall not be withdrawn during the period of assignment or call by CAL without prior approval of Airam. For the foregoing services, CAL shall be reimbursed pursuant to paragraph "g" of Article IV. hereof.

- Item 3. All necessary repairs to its aircraft determined by Airam to have resulted from damage sustained to CAL's aircraft as set forth in the provisions of Article VI. hereof, entitled "Indemnification". However, CAL shall not proceed with any work pursuant to this Item 3. until such work is authorized by written notification from Airam. CAL shall notify Airam, in writing, of the work that is required to be performed, the estimated number of manhours required to perform repairs, the estimated cost of necessary materials, the estimated date work shall commence and the estimated date of completion. For services performed pursuant to this Item 3., CAL shall be reimbursed in accordance with paragraph "g" of Article IV. hereof.
- Item 4. Parts and materials to the extent required in the performance of Items 2 and 3 of this Article I. CAL shall be reimbursed for such parts and materials as provided in paragraph "g" of Article IV. hereof.
- Item 5. Upon request of Airam, CAL may, if available, provide additional flight crew personnel for which CAL shall be paid pursuant to the normal rates set forth in Appendix "D" and the provisions of Article IV. hereof. Requests by Airam for additional flight crew personnel shall be in writing, requesting personnel by classification and category, desired location of services and period for which services are being requested.
- b. CAL shall have complete authority and discretion to decide all matters of maintenance, the adequacy of clearances, permissions obtained, and operations insofar as the safety of the aircraft and its personnel are concerned, in accordance with established CAL and industry standards.
- c. In calling for aircraft which may be furnished "on call" pursuant to Item 1. of Article I. hereof, Airam, which term shall include its authorized representative, shall issue a call order in accordance with Appendix "B", attached hereto and made a part hereof, which shall notify CAL of the place at which the aircraft is required and the period of time for which such aircraft is desired. CAL shall respond by agreeing to furnish the aircraft in accordance with the terms requested, or will advise of non-availability of the aircraft, or advise the portions of the requested period during which the aircraft can be made available. Except in the event of non-availability, CAL's response shall state the place at which the aircraft will be made available, and such response shall be deemed an offer which offer may be accepted by Airam at any time before it is

withdrawn. Acceptance in writing of such offer by Airam shall be deemed a call order for CAL to furnish the aircraft at the place of availability as stated by CAL, and for the agreed period whereupon the aircraft shall be deemed to be called hereunder; such place of availability shall be the "Point of Origin" for such aircraft

- d. Airam and/or its duly authorized representative, may issue Flight Service Operational Orders in accordance with Appendix "C" attached hereto and hereby made a part hereof, for all flights, except maintenance flights to and from Taiwan, and may issue changes thereto at any time and from time to time during the life of this contract. Such orders and changes thereto, shall be in writing and signed by the authorized representative; provided that such orders may be issued orally or by other means when the exigency of any situation precludes written operational orders or changes in which event such oral orders may be confirmed in writing within a reasonable time after performance of the services ordered. Such orders shall authorize CAL to perform flights specified therein and may designate the routes to be flown and the points from which and to which the flight shall be made.
- e. Upon request of Airam, a member of the aircraft crew shall sign, when requested, for all specified cargo listed on the manifest and obtain a receipt therefor at destination; provided, that CAL's personnel shall not be responsible for cargo content or identification.
- f. Airam shall be responsible for the management, supervision and the provision of all parts, components, equipment and supplies for only the C-123 aircraft. This will be done at no additional cost to CAL. Airam will furnish all such items, upon request from CAL, to the extent that such are available. It is understood the source of such items is United States Government Stores.
- g. CAL shall have no obligation to replace any aircraft furnished hereunder which are lost or destroyed or undergoing repairs while engaged in performance of this contract.

## ARTICLE II. PERSONNEL TO BE FURNISHED

- a. CAL shall provide, within the rates per flying hour provided for herein, necessary maintenance and operations personnel and a normal complement of flight crew members for the aircraft furnished hereunder.
- b. Airam shall arrange for all personnel required to load, handle and unload cargo. CAL shall be responsible, within the rates per flying hour provided herein, for providing qualified personnel to supervise the placement and securing of cargo as well as the seating of passengers. Except as otherwise provided for herein, CAL shall determine its own requirements for personnel to be assigned to the performance of this contract commensurate with operational and maintenance requirements hereunder.
- c. CAL shall engage such of its facilities and equipment as shall be necessary for the performance of this contract except as otherwise specifically provided for in this contract; provided, however, that Airam may loan or

furnish CAL such supplies or equipment as, in the opinion of Airam, are required by CAL for the performance of the contract and which are not reasonably available to CAL from other sources.

#### ARTICLE III. PERIOD OF PERFORMANCE

- a. The services called for under this contract shall commence on the day first above written and continue until midnight, 30 June 1965.
- b. Airam shall have the right to renew this contract for two additional one year periods and such renewal shall be automatic unless CAL is notified in writing thirty (30) days prior to the effective date of such renewal. However, Airam shall have the right to terminate this contract at any time it shall determine the services provided for therein are no longer required by giving notice in writing thirty (30) days prior to the effective date of such termination.

#### ARTICLE IV. CONSIDERATION AND PAYMENT

- a. Airam shall pay CAL in accordance with the provisions of this Article IV. at the appropriate rates set forth in Appendix "A" hereof for the services performed by CAL hereunder.
- b.
  1. As pertains to Item 1. of Article I. hereof, CAL shall be paid, upon submission of proper invoices or vouchers, the applicable rates stipulated in Appendix "A" for services rendered and accepted less deductions, if any herein provided.
  2. As pertains to Item 5. of Article I. hereof, CAL shall be paid, upon submission of proper invoices or vouchers, the normal rates stipulated in Appendix "D" for services rendered and accepted, less deductions, if any, herein provided. CAL shall be paid the appropriate hourly rates for each of such personnel and pro rata amounts thereof for fractional parts of an hour flown provided that CAL shall be paid at the rate for each such personnel at a minimum of 2.3 hours per day. The minimum of 2.3 flying hours per day will apply to all days that each such personnel are called for hereunder including days required in positioning the personnel to the point of use and return of such personnel to their regular assigned CAL station upon release from services hereunder by Airam. In addition, CAL will be reimbursed for all expenses of positioning and depositioning such personnel including, but not limited to, transportation costs, incidental expenses, and dead head pay.
- c. Flight time, actual flying time, and flying hour is the logged time of each flight to the nearest minute from take-off to landing, plus five minutes for each flight for warm-up and taxi time.
- d. In addition to the flying hour rates provided in Appendix "A" hereof, CAL shall be paid for those personnel covered by Appendix "D" at the hourly rates for extra hazardous area flying set forth in Appendix "D"

for each hour or prorata for a portion of an hour of extra hazardous area flying. Airam shall designate in writing those personnel authorized on its behalf to execute certificates for extra hazardous area flight time. The extra hazardous flight hour rates prescribed in Appendix "D" hereto shall apply to all flight time hereunder which is of an extra hazardous nature, herein defined as flight time over areas in which active combat operations are in progress or over areas controlled or occupied by unfriendly forces; provided, that the determination of whether flights or portions of flights are performed over such extra hazardous areas shall be by agreement between the local senior representatives of the parties hereto based upon known conditions prior to a flight or pilot experienced and reported conditions subsequent to or during a flight; provided, further, that such determination shall be made in advance of each flight when known or subsequent thereto when unknown. The extra hazardous area flight time will be certified by the aircraft commander and Airam, or its authorized representative therefor. The Flight Service Operational Order shall be used as the basis for billing for the hourly rate(s) payable for such extra hazardous flying.

- e. CAL shall be paid for all hours flown hereunder by all aircraft furnished pursuant to Item 1. of Article I., except for maintenance flight hours, but including return of the aircraft to point of origin during the period(s) of their assignment or call hereunder, and shall be paid for the minimum flight hours per ninety day period for basically assigned aircraft and in the case of call aircraft, pro rata for a portion of such ninety day period, whether or not actually flown. Such minimum flight hours shall include all hours flown hereunder except maintenance flight hours. The minimum hours set forth herein shall apply from the moment the aircraft is ready to fly and is committed to use under this contract pursuant to a Call Order. Such minimum hours shall cease to apply upon release of an aircraft from the contract or upon destruction or loss of the aircraft.
- f. CAL shall be paid in accordance with the provisions of this contract upon CAL presenting to Airam an original plus four copies of CAL's invoices certified by an appropriate officer of CAL as follows:

"I certify that the above bill is just and correct and payment therefor has not been received."

- g. Reimbursement pursuant to the provisions of Items 2, 3 and 4. of Article I. shall be subject to the following:
  - 1. As pertains to Items 2, 3 and 4 of Article I. hereof, and subject to paragraph "g.2." of this Article IV., CAL shall, upon submission of proper invoices and vouchers, be reimbursed at cost excepting for direct skilled labor utilized to accomplish modification and repairs to CAL aircraft for which CAL shall be paid \$1.75 for each hour of direct skilled labor required and expended by CAL personnel. This rate includes reimbursement for unskilled labor, overhead and profit.

2. As pertains to Item 4. of Article I. hereof, CAL shall be reimbursed for direct materials used in accordance with the following:
- i. The amounts to be reimbursed by Airam under this paragraph "g.2." shall include any tax levy or customs duty by any taxing authority on the purchase, receipt, use, storage, ownership, sale, delivery, transfer of the direct materials or any tax which may otherwise affect CAL's direct materials costs.
  - ii. For those parts and materials furnished by CAL for which, in accordance with CAL's established practices, the costs cannot be determined either by reference to paid vendor's invoices or other means, the method of pricing will be by utilization of the current market price or the price set forth in the most recent available USAF Parts Catalog, whichever price is most advantageous to Airam. CAL will segregate all items falling in the above category and so identify in the invoice as a separate line item.
  - iii. All of CAL's claims for reimbursement of the costs of items purchased directly for this contract must be supported by invoices which shall be subject to approval by Airam. This applies to all authorized cost reimbursable items including direct parts and materials furnished pursuant to Items 2. and 3. Claims for reimbursement of costs of items withdrawn from CAL's stock must be supported by CAL's invoices which shall be subject to approval by Airam.
  - iv. Procurement, delivery, and material handling expense (current landed costs) incurred by CAL to point of use will be considered as allowable elements of cost for purpose of reimbursement under this contract. As pertains to landed costs, materials, and supplies which are used hereunder, which are transported to or enroute to the point of use on commercial flights, CAL shall be reimbursed at the commercial rates for such transportation in effect at the time the transportation is utilized.
- h. "Direct Skilled Labor" as used herein includes that labor which can be performed only by individuals possessing the professional, specialized and/or technical skills, knowledge, and capability to accomplish inspection, adjustments, repairs, tests, and similar operations; machine shop work, welding, electroplating, and similar operations on or incident to reconditioning, overhaul, and repair of aircraft or related components, accessories, or parts. "Direct Skilled Labor" includes only those skilled laborers, artisans, craftsmen, and operators together with their leadmen and foremen, actually and directly employed in the performance of work and services as required under this contract. It does not include that labor which is performed in cleaning and polishing of aircraft, aircraft components and equipment, paint removal, assisting in heavy work, such as moving equipment or heavy components; generally, performing menial



tasks and/or miscellaneous work of a nature which requires none of the technical skills, knowledge or professions referred to in first portion of this paragraph "h". It also does not include work and labor performed by administrative personnel, corporate officers, supply personnel, all supervisory personnel above the foreman level, office personnel, time-keepers, watchmen, guards and janitors.

- i. "Direct Materials" as used herein are defined as all items purchased, supplied, manufactured or fabricated with the intention of entering them into, or making them a part of the aircraft. For the purposes of this contract, cleaning, brightening, polishing components, packing and packaging materials, P.O.L. (petroleum, oil and lubricants) and other materials, used or consumed directly on the aircraft or components, parts thereof, shall be considered direct materials. All other materials such as office and stationery supplies, sweeping compounds and equipment, personnel washroom supplies, lighting supplies, etc., which are not (and would not be) actually used directly on the aircraft or its components, shall be considered indirect materials.
- j. Airam shall make payment hereof in United States dollars by check, draft or other instrument and payable as directed by CAL in writing.

#### ARTICLE V. SPECIAL PROVISIONS

- a. Airam, and/or its duly authorized representative, shall provide technical surveillance, supervision, and operational control necessary to assure that CAL performs the services in accordance with the provisions of the contract, provided that such services will be commensurate with the rated capabilities of the aircraft, reasonable professional standards, and the qualifications of CAL's personnel. CAL will have final authority to decide all matters in connection with the services involving safety of operation.
- b. CAL shall not be responsible for non-completion or diversion of any flight from original point or destination due to causes beyond the control of CAL. The flying time for flights which are not completed or are diverted due to causes beyond the control of CAL shall be considered as authorized flying time for payment under the terms of the contract. The Captain of the aircraft shall be the deciding authority on flight completion or diversion, or any other action deemed necessary in the interest of flight safety.
- c. CAL's employees and officers of CAL, or other persons or organizations employed by CAL in the performance of work or rendition of services under this contract, shall at all times be identified as the employees, officers, or agents of CAL and shall not be considered as the employees, officers or agents of Airam.
- d. Airam may, if it finds it to be in the best interest of the United States Government, direct CAL to remove, and CAL shall remove, any employee from assignment to perform services under this contract.
- e. It is the understanding of Airam that CAL shall be relieved of the necessity to pay landing fees, airways communications and parking charges for

operations performed under this contract. In the event Airam is unable to obtain such relief, it is agreed that Airam shall pay such charges incurred under this contract.

- f. Except as expressly provided in this contract, Airam shall have no responsibility to or for CAL personnel engaged in the performance of services hereunder.
- g. CAL shall furnish in writing to Airam the name, personal history data, and any other pertinent information available to CAL, if requested by Airam, of all CAL personnel assigned to this contract.
- h. It is the intention of the parties that Airam shall be responsible to furnish all petroleum products, engine oil and lubricants (POL) necessary in the performance of this contract as determined reasonable by Airam. For each delivery of POL hereunder, CAL shall provide a delivery receipt signed by the Captain of the aircraft.
- i. CAL is authorized to transport CAL personnel, parts, equipment and supplies during performance of services hereunder, on a space available basis on the aircraft furnished hereunder. Airam shall have the right to utilize one half of the available cabin load (ACL) and if available, additional ACL on maintenance flights to and from Taiwan.
- j. Examination of Records: CAL agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CAL, involving transactions related to this contract.
- k. Soviet-Controlled Areas: CAL shall not acquire for use in the performance of this contract any supplies or services originating from sources within Soviet-controlled areas, as listed in Article VIII, of this contract, or transported from or through Hong Kong or Macao, without the written approval of Airam.
- l. Price Reduction for Defective Cost or Pricing Data:
  - 1. If Airam determines that any price, including profit or fee, negotiated in connection with this contract was increased by any significant sums because CAL furnished incomplete or inaccurate cost or pricing data or data not current, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such adjustment.
- m. Audit:
  - 1. For purposes of verifying that cost or pricing data submitted in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of \$100,000 are accurate, complete and current, Airam, or its authorized representatives, shall, until the expiration of three years from the date of final payment under this contract, have the right to examine these books,



records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to CAL as of the date of execution of the contract.

- n. CAL shall not enter into any subcontract, oral or written, for the performance of any of the work or services provided for under the terms of this contract without the written approval of Airam.

#### ARTICLE VI. INDEMNIFICATION:

The Indemnification provisions contained herein are applicable to CAL's operations conducted under and pursuant to this contract only.

- a. To the extent Airam is indemnified by the United States Government and subject to availability of United States Government appropriations for this purpose, Airam does hereby agree to indemnify CAL for losses, damages, or liability as set forth in subparagraphs "1" and "2" below, resulting from risks as defined in "1.i. - vii", it being understood that CAL does not maintain insurance to cover such risks and that the cost therefor has not been included in the contract price.
  - 1. Loss or damages to CAL's aircraft, to aircraft chartered by CAL for performance under this contract, to aircraft components, parts, accessories carried in CAL's aircraft or other aircraft performing under this contract, and to CAL's property located at locations utilized in the performance of this contract as directed or approved by Airam, due to or resulting from:
    - i. Capture, seizure, arrest, restraint, or detention, or the consequences thereof, or of any attempt thereat, or any taking of the property or damage to or destruction thereof, by any Government or Governmental authority or agent (whether secret or otherwise) or by any military, naval, or usurped power, whether any of the foregoing be done by way of requisition or otherwise and whether in time of peace or war and whether lawful or unlawful.
    - ii. All consequences of hostilities or war - such as operations, invasions, civil war, revolution, rebellion, insurrection, whether there be a declaration of war or not.
    - iii. Strikes, riots, or civil commotion.
    - iv. Malicious mischief, sabotage, or any intentional injury or destruction (or attempt thereat and by any person whatsoever).
    - v. Authorized or directed performance of services under this contract in or over any area in which combat operations are in progress or which is controlled or occupied by unfriendly forces.

- vi. The performance by CAL of air supply missions in or over any territory agreed between CAL and Airam to be hazardous, or in which aircraft employed by CAL personnel for such missions transport explosives or flammable, or volatile cargo as required or authorized by Airam.
  - vii. Air-drop missions.
- 2. In the event of loss or damage beyond the limits of economical repair to CAL C-46 type aircraft, Airam shall have the option of paying to CAL a sum of US\$50,000.00 for each such aircraft, or replacing the aircraft with another aircraft of the same make, model and configuration in a similar structural and mechanical condition as was the aircraft prior to such loss or damage.
  - 3. Liability of CAL in the event of death, detention, injury or disability to CAL's personnel resulting from risks, as hereinabove defined in "1.1. - vii" above, for any benefits which CAL may be obligated to pay to such personnel or their duly appointed personal representatives in accordance with CAL's current Personnel Manual or other statutory or contract benefits as approved by Airam, or from legal action, as a result of such death, detention, injury or disability.
  - 4. In no event shall CAL be indemnified under this Article VI. for such loss, damage, or liability compensated by CAL's insurance, including any self insurance program the cost of which is included in the prices charged hereunder.
- b. The indemnification of losses, damages, or liability as defined in paragraphs "a.1." and "a.2." above, shall only extend to and include payments made by CAL in accordance with CAL's approved Personnel Manual, and settlements including settlements and/or payment of judgments made with the written approval of Airam. Losses, damages, or liability shall also be construed to include reasonable costs and expenses incident thereto approved by Airam.
  - c. CAL shall give Airam immediate notice in writing of any claim within the scope of this indemnification.

ARTICLE VII. OTHER INDEMNIFICATIONS:

- a. To the extent that CAL is not covered by insurance, including any self insurance program, the cost of which is included in the prices charged hereunder, Airam does hereby agree to indemnify CAL and hold CAL harmless from any and all claims and damages with respect to cargo, to passengers and other persons including their baggage, except CAL's personnel, carried by or with the consent or solicitation of Airam, and to third party personal injury and property damage claims resulting from services furnished

pursuant to the provisions of this contract, it being understood that no costs for any insurance for the risks covered by this indemnification have been included in the contract price.

- b. Paragraphs "b" and "c" of Article VI. hereof are applicable to this Article VII.

ARTICLE VIII. SOVIET-CONTROLLED AREAS:

- a. For the purpose of this contract, Soviet-controlled areas are the following:

Albania  
Bulgaria  
China, excluding Taiwan (Formosa), but including Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, the former Kwangtung Leased Territory, the present Port Arthur Naval Base Area, and Liaoning Province.  
Communist-controlled area of Vietnam and Communist-controlled area of Laos.  
Cuba  
Czechoslovakia  
East German (Soviet Zone of Germany and the Soviet Sector of Berlin)  
Estonia  
Hungary  
Latvia  
Lithuania  
North Korea  
Outer Mongolia  
Poland and Danzig  
Rumania  
Union of Soviet Socialist Republics

ARTICLE IX. AIRAN FURNISHED FACILITIES:

Airan shall furnish to CAL for a sum to be deductible from amounts to be paid to CAL as provided in Part IV.b. such equipment and facilities or their approximate equivalent at such prices as shall be agreed to in writing between the parties hereto from time to time.

ARTICLE X. CONTRACTUAL CONTENTS:

This contract consists of Articles I through X on pages 1 through 12; an

Appendix "A" of one page; an Appendix "B" of one page; an Appendix "C" of two pages; and an Appendix "D" of one page.

IN WITNESS WHEREOF, the parties hereto have, by their respective officials or representatives thereunto duly authorized, executed this agreement.

WITNESS:

CHINA AIR LINES

/s/ Bob Yeh

By /s/ Ben Y. C. Chow

Typed Name:

Title:

WITNESS:

AIR AMERICA, INC.

/s/ E. C. Kirkpatrick

By /s/ J. W. Walker, Jr.

Typed Name: J. W. Walker, Jr.

Title: Vice President, Flying Contract Affairs

AIRCRAFT FLYING HOUR RATES

Basic Aircraft	No.	Hours	Rate Per Flying Hour Per 90 Day Period Per A/C
Curtiss C-46	1	Min. 270	\$239.39
C-123	2	Min. 240	\$162.99

Call Aircraft	Hours	Rate Per Flying Hour Per 90 Day Period Per A/C
C-46	Min. 270	\$234.59
C-123	Min. 240	\$158.19

CALL ORDER  
FOR ADDITIONAL AIRCRAFT

APPENDIX "C"  
Contract No. 65-61

To: China Air Lines  
\_\_\_\_\_  
\_\_\_\_\_

Call Order No. \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to Article I. paragraph c. of subject contract, you are hereby requested to provide, if available, additional aircraft as specified below:

<u>Type of Aircraft</u>	<u>Place Aircraft Required</u>	<u>From</u> (Date)	<u>Through</u> (Date)
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Please return the original and four copies to the undersigned indicating in space provided below your agreement to this request and aircraft identification number assigned.

\_\_\_\_\_  
Air America, Inc.  
Authorized Representative

-----  
CAL'S OFFER

Date \_\_\_\_\_

To: Air America, Inc.  
\_\_\_\_\_

China Air Lines hereby agrees to furnish aircraft as indicated:

<u>Aircraft</u> <u>Type</u>	<u>Identification</u> <u>No.</u>	<u>Will be available at</u> <u>(Point of Origin)</u>	<u>From</u> (Date)	<u>Through</u> (Date)
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\_\_\_\_\_  
China Air Lines Representative

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ACCEPTANCE AND CALL ORDER

To: China Air Lines  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

This constitutes acceptance of the Contractor's Offer as stated above and shall, pursuant to Article I. Paragraph c. of the contract, be deemed the Operational Order for CAL to furnish the aircraft described at the place of origin as indicated. The aircraft shall proceed from

\_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_  
(Origin) (Base) (Offer date above)

\_\_\_\_\_  
Air America, Inc.  
Authorized Representative



50 :

Open-Field: 0.0000

1053

15.

2000:

(1) Aircraft No.		(2) Type	(3) Services to be rendered under Contract No. 65-61		
(4) Requested Schedule Location	Time	(5) Actual Time	(6) Passengers	(7) Cargo	(8) Remarks

Passenger's Signature

Am. America, Inc. representative

(9) Number of trip legs (per log 8-4)	(10) Total time flown this order per aircraft leg
6 Initial      6 Planned      6 Return	

Completed	Aborted - Reason	aircraft log.
	- weather - mechanical - other	hours _____ minutes _____

[illegible]

### INSTRUCTIONS FOR COMPLETION

Form to be issued to OAL prior to each flight by Airmen authorized representative.

1. Authorized representative will complete items 1 through 4 and 6 through 8 and submit the original and two copies to Airmen Operations.
2. OAL flight captain or crew members will complete items 5 and 9 through 11 and 12 (to be same as aircraft log), as applicable, and signatures by OAL personnel will be affixed as indicated.
3. If change in original routing occurs while in flight or on mission, such change will be entered by the Captain in item 3, with notation of source authority of change.
4. All copies to be completed after flight returned to the Airmen representative for completion of item 13, Certification. Subsequent distribution as follows:
  - a. Original forwarded to OAL attached to Flight Log.
  - b. One copy to be submitted by OAL when invoicing Airmen.
  - c. One copy to be retained by Airmen representative.
  - d. Airmen will forward one completed copy to appropriate Finance representative.
5. Any special instructions or additional remarks to be entered under item 8; if additional space required, use additional sheets.
6. Operational Orders are to be assigned numbers showing month and numerical designator and numbered consecutively.

ADDITIONAL PERSONNEL RATES  
AND  
EXTRA HAZARDOUS RATES  
FOR ALL PERSONNEL

	<u>Normal Rate</u>	<u>Extra Hazardous Rate</u>
Pilot	US\$10.57	US\$ 6.88
Co-pilot	10.57	6.88
Navigators	7.84	6.88
Radio Operators	7.84	6.88
ECM's	7.84	6.88
Flight Engineers	5.43	3.75
PDD's	5.43	3.75